1	RYLEY CARLOCK & APPLEWHITE One North Central Avenue, Suite 1200	
2	Phoenix, Arizona 85004-4417	
3	Telephone: 602/258-7701 Telecopier: 602/257-9582	
4	William Scott Jenkins, Jr. – 021841	
5	sjenkins@rcalaw.com Zachary L. LaPrade – 024991	
6	zlaprade@rcalaw.com	
7	Attorneys for Great Western Bank	T D A KIYZDYIDTON COYIDT
8		S BANKRUPTCY COURT
9	FOR THE DISTRI	CT OF ARIZONA
10	In re:	Chapter 11 Proceedings
11		Case No. 2:11-bk-02693-CGC
12	Robert Monroe Galvan and Michelle Joanne Galvan,	NOTICE OF LODGING STIPULATED INTERIM ORDER
13	Debtor.	AUTHORIZING DEBTORS' USE OF CASH COLLATERAL UNDER
14		11 U.S.C. § 363 AND PROVIDING POST-PETITION LIENS
15		
16	NOTICE IS HEREBY GIVEN that Z	achary L. LaPrade, attorney for Great Western
17		e State of South Dakota, secured creditor, has
18	uploaded a proposed form of Stipulated Inte	rim Order Authorizing Debtors' Use of Cash
19		Post-Petition Liens, a copy of which is attached
20	hereto as Exhibit "A."	
21	DATED this 22nd day of April, 2011.	
22		
23	RY	LEY CARLOCK & APPLEWHITE
24		
25	By	/s/ Zachary L. LaPrade William Scott Jenkins, Jr.
26	·	Zachary L. LaPrade One North Central Avenue, Suite 1200 Phoenix, Arizona 85004-4417
27		Phoenix, Arizona 85004-4417 Attorneys for Great Western Bank
28		
20		

- 1	
1	The foregoing was electronically filed with the U.S. Bankruptcy Court on this 22nd day of
2	April, 2011.
3	COPIES of the foregoing were mailed by regular U.S. Mail on this 22nd day of April, 2011, to:
5.	Office of the U.S. Trustee
6 7	U.S. Bankruptcy Court 230 North First Avenue, Suite 204 Phoenix, Arizona 85003
8	J. Murray Zeigler
9	Zeigler Law Group 1351 North Criss Street
10	Chandler, Arizona 85226-1307
11	Debtors' List of Top Twenty Creditors
12	attached hereto as Exhibit 1.
13	By: /s/ Joyce Gesick
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1920	
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EXHIBIT 1

UNITED STATES BANKRUPTCY COURT District of Arizona

	ROBERT MONROE GALVAN & MICHELLE JOANNE GALVAN		
In re	Debtor	Case No.	
		Chapter	11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C.§ 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(3)
Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor fumiliar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim [if secured also state value of security]
EAST VALLEY DIAGNOSTIC PO BOX 98311				1,000.00
PHOENIX, AZ 85038				
NAVAJO COUNTY ASSESSORS OFFICE PO BOX 668 HOLBROOK, AZ 86025				1,431.20
Gemb/chevron 4125 Windward Plz Alpharetta, GA 30005				1,486.00
CHEVRON GE MONEY PO BOX 530950				1,486.11

ATLANTA, GA 30353

(1) Name of creditor and complete mailing address including zip code	(2) Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank toan, government contract, etc.	(4) Indicate if claim is contingent, unliquidated, disputed or subject to setoff	(5) Amount of claim [if secured also state value of security
managan da da managan				1,570.00
Chase P.o. Box 15298 Wilmington, DE 19850				·
GO RENTER.COM, LLC 645 E MISSOURI AVE SUITE 270 PHOENIX, AZ 85012				2,510.64
CITY OF SHOW LOW 550 N. 9TH PLACE SHOW LOW, AZ 85901				2,951.00 Collateral FMV 0.00
Amex P.o. Box 981537 El Paso, TX 79998				3,672.00
Microbilt Collection 1640 Airport Rd, Suite 115 Kennesaw, GA 30144				3,973.00
NAVAJO COUNTY ASSESSORS OFFICE PO BOX 668 HOLBROOK, AZ 86025	•			7,999.33
Bk Of Amer Po Box 17054 Wilmington, DE 19850				8,042.00
BANK OF AMERICA PO BOX 301200 LOS ANGELES, CA 90030				8,285.90
Cap One Po Box 85520 Richmond, VA 23285				8,566.00
NAVAJO COUNTY ASSESSORS OFFICE PO BOX 668 HOLBROOK, AZ 86025				9,056.51

(1) Name of creditor and complete mailing address including zip code	(2) Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor fumiliar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contract, etc.	(4) Indicate if claim is contingent, unliquidated, disputed or subject to setoff	(5) Amount of claim [if secured also state value of security]
NAVAJO COUNTY ASSESSORS OFFICE PO BOX 668 HOLBROOK, AZ 86025				10,209.50
Bank Of America Po Box 17054 Wilmington, DE 19850				10,284.00
DR PAUL FRAME 3330 S PRICE RD #D-110 TEMPE, AZ 85282				12,900.00
NAVAJO COUNTY ASSESSORS OFFICE PO BOX 668 HOLBROOK, AZ 86025				27,094.38
Bank Of America Po Box 17054 Wilmington, DE 19850				37,130.00
GREG COTE 2070 JASPAR CREEK PLACE HENDERSON, NV 89123	3			50,000.00
I	DECLARATION UNDER PENALT	Y OF PERJURY BY	INDIVIDUAL DEBTOR	
	r penalty of perjury that I have rea and that it is true and correct to the			f twenty largest

Date	02/01/2011	Signature	/s/ ROBERT MONROE GALVAN					
Date			ROBERT MONROE GALVAN					
Date	02/01/2011	Signature _	/s/ MICHELLE JOANNE GALVAN					
Date		of Joint Debtor	MICHELLE JOANNE GALVAN					

EXHIBIT A

RYLEY CARLOCK & APPLEWHITE One North Central Avenue, Suite 1200 2 Phoenix, Arizona 85004-4417 Telephone: 602/258-7701 3 Telecopier: 602/257-9582 William Scott Jenkins, Jr. - 021841 sjenkins@rcalaw.com Zachary L. LaPrade – 024991 zlaprade@rcalaw.com 6 Attorneys for Great Western Bank 7 IN THE UNITED STATES BANKRUPTCY COURT 8 FOR THE DISTRICT OF ARIZONA 9 10 In re: 11 Robert Monroe Galvan and Michelle Joanne Galvan, 12 Debtors. 13 14

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Chapter 11 Proceedings

Case No. 2:11-bk-02693-CGC

STIPULATED INTERIM ORDER AUTHORIZING DEBTORS' USE OF CASH COLLATERAL UNDER 11 U.S.C. § 363 AND PROVIDING POST-PETITION LIENS

This matter, having come before the Court upon stipulation of Robert Monroe Galvan and Michelle Joanne Galvan (collectively, the "Debtors") and Great Western Bank ("Bank") regarding the use of cash collateral pursuant to 11 U.S.C. § 363,

IT APPEARING THAT:

- Debtors and the Bank stipulate and agree to the facts set forth in this Interim 1. Order as true and accurate statement of facts.
- The relief granted below includes: 1) granting Bank replacement liens and 2. security interests in the Collateral and Rents (as defined in the Interim Order) to secure the debts owed to Bank (Page 3: ¶B); 2) findings as to the amount of Bank's secured debt and the validity, perfection and scope of Bank's security interests securing such debt (Page 3-4, ¶¶ A-E); and 3) granting Bank an administrative claim against the estate for every dollar of cash collateral expended by Debtor during the pendency of this case (Page 3, ¶ C). The basis for the relief requested is set forth on pages 1-3 of this Interim Order.

Case 2811-bk-02693-DPC Filed 04/22/11 Entered 04/22/11 14:56:42 Doc 43 Page 7 of 16 Main Document

Debtors filed a bankruptcy petition on February 1, 2011 ("Petition Date").
 Debtors are the owners of the following properties (collectively, the

"Properties"):

a. 4201 South White Mountain Road, Show Low, Arizona 85901;

b. 380 East Thornton Road, Show Low, Arizona 85901;

c. 951 North 16th Street, Show Low, Arizona 85901; and

d. 961 North 16th Street, Show Low, Arizona 85901.

5. On or about April 7, 2005, Bank and Debtors entered into a Business Loan Agreement ("Loan Agreement") to finance the purchase of the Properties.

6. In connection with the Loan Agreement, Debtors executed and delivered a Promissory Note, dated April 7, 2005 (the "Note"), to evidence a loan in the principal amount of \$1,002,142.50 ("Loan").

7. The Note is secured by a Deed of Trust, recorded on April 8, 2005, at Recorder's No. 2005-08529, records of Navajo County, Arizona ("Deed of Trust"), relating to the Properties, whereby the Debtor encumbered certain real and personal property, as well as all of Debtors' rights, title and interest in and to all present and future leases of the Properties and all rents from the Properties (collectively, the "Collateral").

8. Floor Store, Inc., an Arizona corporation, and Revelations in Design, Inc., an Arizona corporation, each executed a Commercial Guaranty on April 7, 2005 (collectively, the "Guaranty").

9. The Loan Agreement, Note, Guaranty, Deed of Trust and any other documents executed and delivered in connection with the Loan are referred to as the "Loan Documents."

10. Debtors acknowledge and stipulate that the Loan Documents are properly executed and enforceable.

11. Debtors acknowledge and stipulate that the Bank's liens on the Collateral are valid, properly perfected and enforceable. Debtors further acknowledge and stipulate that the Bank's interest in all revenues arising out of the Collateral is properly perfected and

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enforceable, and that all such revenues constitute the Bank's cash collateral pursuant to 11 U.S.C. § 363(a).

12. As of February 2, 2011, the Debtors were indebted to the Bank under the Loan Documents in the amount of \$1,011,278.52, which includes principal in the amount of \$915,940.86, accrued default interest of \$93,658.23, fees and cost in the approximate amount of \$8,000, with interest continuing to accrue.

IT FURTHER APPEARING that the entry of this Interim Order will permit the continued operation of the Properties, provide for the continued use of the Bank's cash collateral and grant replacement liens to the Bank for the use of its cash collateral, and that this Order is in the best interest of Debtors, their creditors, and equity interest holders,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

- A. The facts set forth in this Interim Order shall be adopted by the Court as findings of fact unless challenged in a timely manner by a creditor or party in interest. Any creditor or party in interest shall have fourteen (14) days from the date of mailing a notice of this Interim Order to file with the Court any objection to the amount, priority or validity of the Bank's secured claims (the "Secured Claims") as set forth in this Interim Order. If any creditor and party in interest fails to file an objection to the Secured Claims within fourteen (14) days, then all objections to the Secured Claims shall be deemed waived and the Bank's Secured Claims shall be allowed as secured claims and perfected liens in the Collateral as set forth in this Interim Order.
- B. Bank is hereby granted a replacement lien and security interest in the Collateral and Rents to secure the debt owed to Bank under the Loan Documents.
- C. Bank is hereby granted, as adequate protection, an administrative claim against the estate for every dollar of cash collateral expended by the Debtor after the Petition Date.
- D. Such post-petition security interests and liens shall be deemed effective and automatically perfected as of the Petition Date without the necessity of Bank taking any further action, recording any document or filing any financing statement or other documents.

- E. Debtors may use cash collateral for the payment of reasonable and necessary expenses incurred in the ordinary course of the operation of the Properties according to the terms of the consolidated budget (the "Budget") attached hereto as Exhibit "A." Debtors' authorization to use Bank's cash collateral pursuant to the terms of this Interim Order and the Budget will automatically terminate on the earlier of: 1) June 30, 2011; or 2) the occurrence of one of the following events ("Termination Date"):
 - a. an order is entered dismissing or converting the Debtors' case;
 - b. an order is entered appointing a Chapter 11 Trustee in the Debtors' case;
 - c. the Debtors fail to comply with Interim Order; or
 - d. The Bank is granted relief from the automatic stay of 11 U.S.C. § 362 in order to enforce its rights and remedies against the Properties.

Debtors' rights to use any cash collateral of the Bank will automatically terminate on the Termination Date, unless the Bank and Debtor agree in writing to extend the date of termination of this Interim Order. Debtors shall be permitted to make payments on the Budget for each and every month, provided, however, that Debtors may exceed any major category of the Budget by 10% in any given month. Debtors shall not make any expenditure beyond the Budget, plus a 10% variance, without written approval of the Bank or an order of the Bankruptcy Court authorizing such expenditure. Any cash collateral received in excess of that required for operations consistent with the Budget, and not paid to the Bank pursuant to this Order, shall be sequestered until such time as the Bank consents to, or this Court orders, its use.

F. Debtors shall provide to the Bank, by no later than the 20th day of each month, a detailed, month-end report of all revenues and expenses of the Properties, in a form acceptable to the Bank. The report shall set forth the revenues and expenses included in the report and shall explain any variances from the Budget. The report shall compare the Budget the Profit and Loss statement of Debtors.

- G. All Collateral shall be insured to its full value by Debtors and the Bank shall be noted as a loss payee on the policy.
- H. The Bank reserves any rights it may have against any other party for any funds from the operation of Debtors that were improperly used. Any recovery of such funds shall constitute collateral of the Bank.
- I. All rights of the Bank to seek additional adequate protection for its interests, to file a motion for relief from the automatic stay, to terminate the Bank's consent to the use of cash collateral, to object to any plan, or to take any other position in the case are expressly reserved.
- J. Debtors shall provide a notice of this Interim Order in accordance with Rule 4001(d), Fed.R.Bankr.P., and Local Bankruptcy Rules 4001-3 and 4001-4(B). Any creditor or party-in-interest objecting to the entry of this Order must do so by filing a written objection within fourteen (14) days of the entry of this Interim Order. Notice of the objection shall be served on the attorneys for Debtors and the Bank. If no timely objections are filed, the terms and the conditions of this Interim Order shall be deemed approved, without further order of Court, and shall be binding upon all parties-in-interest, including any successor trustee, whether in Chapter 11 or Chapter 7, any creditors and any creditors' committee. If any creditor or party in interest timely objects to this Interim Order, or to the amount, priority, or validity of the Bank's Secured Claims, the Court will schedule a hearing on the objection. The Bank and the Debtors are authorized to submit supplements or amendments to this Interim Order.
- K. This Interim Order shall not in any way affect any obligation of any obligor or guarantor of monies owed to the Bank, including, but not limited to, Floor Store, Inc., an Arizona corporation, and Revelations in Design, Inc., an Arizona corporation.
- L. If an objection to this Interim Order is timely filed, the Interim Order will remain in full force and effect on an interim basis until the Court completes a final hearing on such objection. If such objection is overruled, the Interim Order will remain in full force and effect. If any such objection is sustained, the Bank's consent to the use of its cash

of the Bank's cash collateral, which shall be immediately turned over to the Bank upon collection, and this Interim Order will be of no further force and effect from that point forward, provided, however, that all actions taken post-petition in reliance upon this Interim Order shall remain valid and the Bank's liens on all post-petition assets to such date shall remain valid and enforceable.

M. The Bank's interest in the Collateral, and any other assets subject to its liens shall not be subject to surcharge under § 506(c) of the Bankruptcy Code by Debtors, any creditor, creditors' committee, or any trustee in either Chapters 7 or 11.

N. Notwithstanding anything to the contrary, Debtors are not authorized to use the Bank's cash collateral to sue the Bank or to take any position adversarial to the Bank. The Bank's consent to the use of its cash collateral under this paragraph may be prospectively withdrawn at any time upon written notice to Debtors' counsel.

[DATED AND SIGNED ABOVE]

Consented and Agreed to this 22nd day of April, 2011

ZEIGLER LAW GROUP

By: /s/ J. Murray Zeigler (w/ permission)
J. Murray Zeigler

1 J. Murray Zeigler 1 1351 North Criss St.

Chandler, AZ 85226-1307 Attorney for the Debtors

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RYLEY, CARLOCK & APPLEWHITE, P.A.

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By: /s/ Zachary LaPrade

William Scott Jenkins, Jr.

Zachary L. LaPrade

One North Central Avenue, Suite 1200

Phoenix, AZ 85004-4417

Attorneys for Great Western Bank

The foregoing was electronically filed with the U.S. Bankruptcy Court on this 22nd day of April, 2011. By: /s/ Joyce Gesick . 9

EXHIBIT A

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Ekackician	Water & Sewer	Electricity	Pool Service	Handyman	Locksmith	Mailbox Keys	Misc Repairs-cleanup	Phymbing	Prop. M. easing Agent - Owns	Leasing Agent - Tenant	TOTAL	hcome	Net income from rentals			White Mountain Road Rent	Ronde Total	Author Co.	Mot		Eventure Standard	Property insurance	Property Taxes	Fecincian	Welef & Seyer	Electricity -phone- water	Posi Service	Handvinan	Locksmin	Mathox Kevs	Misc Repairs-cleanup	Plumbine	Leasing Agent - Owner 12%	Loasing Agant - Janant	TOTAL

The budget I put toge her here includes the new insurance premiums that we had been negotiating with the insurance companies for better rates. Confirmed 03/16/2011. (monthly breakdown insurance in advance.) The taxes were based on 2010 tax rates. (monthly breakdown of taxes in

Currently expenses are the ones we would be responsible for as noted in any lease. The does not at this internated by the property manager/realfor (listed above-owner-us) is charging 12 % on the rental of the property manager/realfor for (listed above-owner-us) is charging 12 % on the rental of the property manager/realfor for (listed above-owner-us) is charging 12 % on the rental of the property manager of this so the picks up the first from the other tenants and is ac ively working to get all units for the 16 h street properties. When the units are rented, or leased the utilities, and other expenses business operation expenses will become the tenants responsibility. The only

and maintenance breakdown is estimated from previous years numbers at the lowest expense. The properties have had to have the parking lots plowed for snow. At thorton and 16th the rock has had to be replaced in places. Recently in the fall and in January there was cleanup inside the Thorton and White Mountain.

Desc

The Utility